

SAINT VINCENT HEALTH CENTER
PGY-2 OSTEOPATHIC EMERGENCY MEDICINE RESIDENT
APPOINTMENT AGREEMENT

Saint Vincent Health Center appoints, Rachna J. Patel, D.O., to a trainee assignment as a Postgraduate Year Two (2) for the period July 1, 2010 to June 30, 2011. You acknowledge that this appointment is subject to the policies, procedures and regulations of the Health Center and the Division of Emergency Medicine.

As a PGY-2 Osteopathic Emergency Medicine Resident, you are to participate in safe, effective and compassionate care, under supervision, commensurate with your level of advancement and responsibility. You are to participate fully in the educational activities of the program.

PROFESSIONAL DUTIES & RESPONSIBILITIES

As Resident physician, your responsibilities will include, but are not necessarily limited to, the following:

1. Provide direct patient care within the scope of practice of your supervising attending physician.
 - a. Elicit patient histories, perform physical examinations, delineate health problems and provide legible documentation of these. Each medical note, H&P, discharge summary, consultation, procedure note and operative report must be co-signed by the responsible attending physician.
 - b. In conjunction with the supervising physician and/or senior resident, develop and implement patient management plans, record progress notes and assure continuity of care.
 - c. Discuss patient assessments and treatments with the supervising resident/attending physician, referring physician, nurses and other health care providers as are appropriate.
 - d. Order therapy and treatments.
 - e. Perform procedures with supervision.
 - f. Instruct and counsel patients regarding their illness, disease prevention, health promotion and compliance with prescribed therapeutic regimens.
 - g. Actively participate and complete research projects under the supervision of core attending and research director.
2. Actively participate in the education and assist in the supervision of medical students, PGY-1 residents and other students as directed.
3. Attend morning report, seminars and conferences as directed.
4. Meet and maintain graduate education program objectives.
5. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
6. Required documentation must be completed in a timely manner and submitted to Medical Education for review by Program Director and DME on a quarterly basis. This includes written evaluations on educational activities and teaching staff, procedure logs, case participation documentation and work hours compliance documentation.
7. Participate in quality assessment and continuous improvement activities of the Medical Staff and the Division of Emergency Medicine.
8. Present a proper appearance and courteous attitude at all times toward all patients, visitors, colleagues and Health Center associates in accordance with established guidelines.



9. Participate in the presentation of resident conferences as requested.
10. Participate in all mandatory Health Center associate educational programs, residency orientation and in all meetings as requested by the Program Director or the Chief Resident.
11. Complete all medical records in a timely manner in accordance with Medical Staff rules and regulations.
12. Participate in the residency in-house call system when required on sub-specialty rotations.
13. Maintain a Pennsylvania Graduate Training License.
14. **Moonlighting during the PGY-2 year is not permitted.**
15. Conform to the policies, rules, procedures and regulations as set forth by the Health Center, the Residency Program, the Medical Staff and the Graduate Medical Education Committee.
16. Exhibit professional citizenship; strive continually to improve through professional development and act in an ethical manner.
17. Obtain/maintain active certification in Advanced Cardiac Life Support (ACLS), Advanced Trauma Life Support (ATLS) and Pediatric Advanced Life Support (PALS).
18. Participate in the annual In-Training Examination and weekly quizzes.
19. In order to advance to the next post-graduate level, you must demonstrate acceptable progress in each of these seven Core Competencies:
 1. Medical Knowledge
 2. Patient Care
 3. Interpersonal and Communication skills
 4. Professionalism
 5. Practice Based Learning and Improvement
 6. System-Based Practice
 7. Osteopathic Philosophy and Manipulative Medicine
20. In the event that your contract will not be renewed for other than disciplinary reasons, you will receive at least 4 months' advance notice.

PROGRAM

Saint Vincent Health Center agrees to train the Resident for the customary duration of the residency program as long as the Resident completes all duties set forth in this Agreement.

In the event that the Emergency Medicine Residency would be altered in size or merged due to Health Center consolidation, the Resident will receive notification of the change at as early a date as possible.

Saint Vincent Health Center is responsible for the proper disposition of residency education records, including notification of licensure and specialty boards, and the retention and protection of these records in the event of a consolidation of the program.

The Health Center agrees to provide:

1. A suitable academic environment for educational experience in Emergency Medicine.
2. A training program that meets the standards of the AOA and the ACOEP as listed in the Basic Documents for Postdoctoral Training and the Basic Standards for Approval of Residency Training in Emergency Medicine.
3. An annual stipend of **\$46,800.00** which will be payable at biweekly intervals through the period of this Agreement.
4. **MEAL STIPEND**, proper identification, uniforms and laundering of uniforms **while you are on duty** at the Health Center.
5. Professional liability (malpractice) insurance, consistent with the institution's coverage for all other medical/professional practitioners, for your activities associated with this Agreement. ***You will be provided full coverage for incidents that occurred during the policy period but are reported as a claim after the termination of the malpractice policy.***
6. Hospitalization and dental insurance for you and your dependents in accordance with the Health Center's hospitalization and dental insurance policy for its associates. ***The resident and Saint Vincent Health Center share premium costs.***
7. A Long-Term Disability Plan providing income protection from an extended illness or injury. Plan benefits and provisions are in accordance with the insurance policy specifically issued for the Residents.
8. Verification of your clinical competence according to the criteria established by the Residency Program and to issue a Certification of Training upon satisfactory completion of the graduate training.
9. Counseling to residents whose responsibility/stress may be affecting their status or who may be suffering from substance abuse.

AWAY ROTATIONS

- Living quarters will be provided.
- Meal expenses, **while you are on duty, will be reimbursed with receipt from hospital cafeteria.**
- Travel expenses will be reimbursed for the initial arrival to the site and final return from the site to Erie, PA. ***Any additional travel expense incurred during the rotation that is of a personal nature will not be reimbursed.***

EDUCATIONAL BENEFIT

You will receive reimbursement to defray the costs associated with education activities (e.g. courses, symposia, journals, books and board exams), to a maximum of \$1,800.00 through the period of this agreement as outlined in Departmental Policy #16 (Resident Educational Fund). ***You must submit receipts prior to April 30, 2011 for reimbursement. Purchases made after April 30, 2011 will not be reimbursed.***

DUTY HOURS POLICY

Saint Vincent Health Center adheres to the guidelines for Trainee Duty Hours Policy defined by the American Osteopathic Association in the Basic Documents for Postdoctoral Training Programs Section 2.74 through 2.82.

PAID ABSENCE

Paid absences are for vacation, medical education activities e.g. courses, symposia, conventions, residency recruitment trips and COMLEX. *However, the AOA very clearly states that no more than twenty (20) business days of leave may be granted for any purpose, without extending the residency. This does include vacation, professional, sick or other time away.* Refer to AOA Basic Documents for Postdoctoral Training Programs II M 2.3. Scheduling of absences shall be arranged with the Chief Resident and Program Director. Except in extenuating circumstances, absence is not permitted during the first month or last two weeks of the Agreement.

Vacation - Residents are granted the equivalent of 16.5 working days of vacation per year. *Vacation days are not permitted to carry forward from one contract year to another.*

Personal Holidays - Residents are granted three paid personal holidays per year. *Personal Holidays are not permitted to carry forward from one contract year to another.*

CME - Residents are granted four working days in the second, third, and fourth years for Continuing Medical Education.

Professional Activities Outside Educational Program - Residents are encouraged to participate in their professional organizations. Residents are granted paid Time Away for organization and committee commitments.

Sick Days - No reduction in pay will be made in the event you have a short-term illness. However, a written statement from your personal physician will be required for illnesses extending longer than two days. Fellow Residents may not serve as personal physicians in this context. In the event of disability or incapacitating illness rendering you unable to perform your duties for a period of three (3) months, the Health Center may terminate this Agreement upon notice of its intention to do so.

Leave of Absence - The residency program provides for an orderly and equitable system for approving extended time off from scheduled work without loss of accrued seniority. Additionally, it is the intent of the Health System, the Graduate Medical Education Department and the Osteopathic Emergency Medicine Residency Program, to fully comply with the provisions of the Family Medical leave (FMLA) as specified by law. Refer to Health System Policy #265 and Graduate Medical Education Policy #11.

Effect of Leave on Completion of Educational Program - In some circumstances, the amount of allowable leave may exceed the amount allowed by the program requirements or by the specialty board requirements to receive credit for a full year of training. Thus, additional training may be required to meet certification or program requirements, as outlined in your program's policies, if applicable.

On-Call Schedules - The Residency Program Director is responsible for the scheduling of the Residents for on-call duty. Whenever possible, on-call rotations will be assigned on an equitable basis with other Residents at the same level. On-call rotation refers to night call, weekend call and holiday call assignment. Saint Vincent complies with the work hours policy as standardized by the AOA.

TERMINATION AND OTHER DISCIPLINARY ACTION

Upon determination by the Program Director, Director of Osteopathic Medical Education, Vice President for Medical Education and the President of the Health Center that you have not fulfilled or cannot fulfill each of your obligations under this Agreement, the Center may, in its sole discretion, terminate the Agreement or take such other disciplinary action as it deems appropriate. Immediate suspension and/or dismissal may be instituted by the Health Center for serious infractions or offenses. Two or more written warning notices constitute grounds for disciplinary or remedial probation. If it is determined that you must extend your residency beyond the usual 36 months for reasons other than health related matters, you must do so without compensation or fringe benefits. Failure to resolve stated deficiencies could result in dismissal.

A warning notice communication may be issued for any of the following reasons or for any other good reason:

- A. Chronic absenteeism.
- B. Leaving the Health Center premises during duty/on-call hours without approval/proper coverage.
- C. Reporting for duty in a physically and/or emotionally impaired condition.
- D. Non professional attitude, behavior, or poor performance.
- E. Negligent use of Health System property.
- F. Failure to report critical incidents.
- G. Unauthorized possession of weapons.
- H. Unauthorized absence from duty.
- I. Violating Saint Vincent Solicitation, Distribution and Posting policies.
- J. Improper/inappropriate dress or grooming.
- K. Failure to report for duty as required without leave or notification.
- L. Violation of published Health Center and program rules. This applies to any rules and regulations contained in the Institutional Plan for Graduate Medical Education.
- M. Smoking in/on any Saint Vincent properties.
- N. Violation of the Saint Vincent Information Confidentiality/Security Agreement and/or Confidentiality and Access to Information of Saint Vincent (IP #200).
- O. Non-compliance with barrier/personal rules or infection control policy.
- P. Refusal to obey instructions or to carry out an assignment.
- Q. Discourteous, unethical, or insubordinate conduct with patients, visitors, leader of fellow associates.
- R. Gambling on hospital premises.
- S. Incompetence and serious negligence in job performance.
- T. Dishonesty, including theft and falsification of records.
- U. Casual conversation concerning, or inappropriate use or disclosure of, patient information or records and/or other confidential information.
- V. Inappropriate handling of drugs or drug records.
- W. A serious intentional misuse of Saint Vincent Medical Information System or access codes related to a secure system or confidential or restricted information.
- X. Actions by associates in serious conflict with goals and operations of Saint Vincent Health System.
- Y. Harassment of an ethnic, racial, or sexual nature, or any other basis prohibited by law as noted in the anti-harassment policy.

Notwithstanding the foregoing, the Center shall not terminate the Agreement or take any other disciplinary action without first providing you with notice and an opportunity to communicate the situation openly.

If the grievance cannot be resolved informally, you must, within ten (10) days from the receipt of notice of termination or other disciplinary action, file a written demand for hearing. Thereafter, the Program Director shall submit to you a written statement of charges and/or grievances within ten (10) days after receipt of such demand.

While the composition of the Hearing Committee may vary according to the nature of the grievance, it must comprise at least six (6) persons: the Vice President for Medical Education (who shall act as the Chair); the Director of Osteopathic Medical Education; one member from the Graduate Medical Education Committee; one member of the Health Center Leadership (to be selected by the President); one Resident (to be selected by the Resident involved in the grievance); and one Resident (selected by the Chair of the Committee). You shall have the right to attend and call witnesses on your behalf. Although the Pennsylvania Rules of Evidence shall not apply, you may examine and cross-examine any witnesses called at said hearing. The Hearing committee shall consider the evidence of the grievance and at the time of the hearing (or within ten (10) days thereafter) issue a decision. Any decision joined in by a majority of the members of the Hearing committee shall be binding and sent to all parties directly involved in the grievance, the Health Center leadership and the Graduate Medical Education Committee. Detailed description of matters pertaining to due process grievance, contact sheets (reports), warning notices, disciplinary probation, suspension and dismissal are provided in Policy #7 (Discipline) and Policy #8 (Due Process) in the Graduate Medical Education Departmental policy and procedure manual and Emergency Medicine Residency Program Policy #703 (Criteria for Advancement) and Policy #706 (Resident Grievance).

PAY AND BENEFIT STATUS AT TERMINATION

In the event of termination, you shall be paid pro rata up to the day on which you received notice of termination and shall be paid (in addition) vacation pay pro rata for such number of days as your unused vacation time shall bear to your period of employment prior to the sending of the termination notice. In the event that, following review of your objections at the Hearing, the decision to terminate is rescinded; you shall be reinstated to all rights or privileges (including compensation) that you have under this Agreement, without diminution or loss. Upon the final determination of termination, you shall forfeit all rights to any fringe benefits under this Agreement and shall vacate any portion of the Center's premises you are occupying.

SEXUAL HARASSMENT/EXPLOITATION

It is Saint Vincent Health Center's policy to prohibit harassment of one employee by another employee or person practicing or working within the organization on the basis of age, race, color, national origin, religion, disability, sex and/or any other basis protected by law. Any resident who feels that he or she is a victim of such harassment should immediately report the matter to the Human Resources Department, as outlined in Health Center Interdepartmental Policy #235. Violations of this policy will not be permitted and may result in discipline up to and including discharge.

It is the policy of Saint Vincent Health Center to assure that no employee or other individual practicing or working within the organization harasses another on the basis of sex, and to prevent disruptions of the working environment which may be caused by sexual harassment. Unwelcome sexual advances, requests for sexual favors, uninvited touching, sexually abusive comments or similar conduct are prohibited. Any resident who feels that he or she is a victim of sexual harassment should report the matter immediately to the Human Resources Department.

MUTUAL RELEASE CLAUSE

This Agreement may be amended, altered, or dissolved only upon mutual consensus of both parties, and any change shall become effective when signed by such parties or at such time as the amendment may provide.

RESIDENT APPOINTMENT

Appointment Agreement is one year in duration, renewable if you have satisfactorily demonstrated acceptable progress in each of the seven Core Competencies. The procedure is addressed in Departmental Policy #15 in the Graduate Medical Education Departmental policy and procedure manual.


MISCELLANEOUS PROVISIONS

This Agreement supersedes all prior understanding and agreements between the parties and may not be changed or terminated orally, but only by a written document signed by all parties.

WITH INTENT TO BE LEGALLY BOUND, the parties signify their assent to the foregoing.

SAINT VINCENT HEALTH CENTER

DATE


Matthew T. McCarthy, D.O. - Program Director

6-1-10


Gary J. Silko, M.D. - Vice President, Medical Education

6/2/10

I HAVE READ, understand and agree with the foregoing Appointment Agreement and further authorize that information gained from accepted evaluation methods may be released upon request to organizations properly requesting it.


Rachna J. Patel, D.O. - Resident

05.22.10

SAINT VINCENT HEALTH CENTER
OSTEOPATHIC EMERGENCY MEDICINE RESIDENCY
CRITERIA FOR ADVANCEMENT

At the conclusion of each year of residency training determination of advancement must be made. The decision to advance an Emergency Medicine resident is made by the Program Director with the advice of the faculty of the Residency, the DME, and with approval from the Graduate Medical Education Committee (GMEC).

The decision is based upon a number of factors including direct observation of the resident performance in the Health Center. Indirect observation through rotation progress appraisals from Saint Vincent and away rotations, correspondence between departments, and written examinations (weekly quizzes, In-Training Assessment Exam and COMLEX) are also used.

The criteria for advancement are based on the Core Competencies. The following areas are addressed:

- 1. Osteopathic Philosophy and Manipulative Medicine**
- 2. Medical Knowledge**
- 3. Patient Care**
- 4. Interpersonal and Communication Skills**
- 5. Professionalism**
- 6. Practice-based learning and improvement**
- 7. Systems-based practice**

A resident must demonstrate satisfactory progress in these competencies in order to advance to each successive year. Graduation from the residency is based on successful completion of all rotations and achieving competence in all 7 core areas listed above. The AOA defines the competencies as follows:

1. OSTEOPATHIC PHILOSOPHY AND OSTEOPATHIC MANIPULATIVE MEDICINE

Definition: Residents are expected to demonstrate and apply knowledge of accepted standards in Osteopathic Manipulative Treatment (OMT). The educational goal is to train a skilled and competent osteopathic practitioner who remains dedicated to life-long learning and to practice habits in osteopathic philosophy and manipulative medicine.

Elements:

- 1. Demonstrate competency in the understanding and application of OMT when appropriate.**
- 2. Integrate Osteopathic Concepts and OMT into the medical care provided to patients as appropriate and applicable.**
- 3. Understand and integrate Osteopathic Principles and Philosophy into all clinical and patient care activities.**

2. MEDICAL KNOWLEDGE

Definition: Residents are expected to demonstrate and apply knowledge of accepted standards of clinical medicine, remain current with new developments in medicine, and participate in life-long learning activities, including research on an annual basis.

Elements:

1. Demonstrate competency in the understanding and application of clinical medicine to patient care.
2. Know and apply the foundations of clinical and behavioral medicine as appropriate.

3. PATIENT CARE

Definition: Residents must demonstrate the ability to effectively treat patients, provide medical care that incorporates the osteopathic philosophy, patient empathy, awareness of behavioral issues, the incorporation of preventive medicine, and health promotion.

Elements:

1. Gather accurate, essential information for all sources, including medical interviews, physical examinations, medical records, and diagnostic/therapeutic plans and treatments.
2. Validate competency in the performance of diagnosis, treatment and procedures as appropriate.
3. Provide health care services consistent with osteopathic philosophy, including preventative medicine and health promotion that are based on current scientific evidence.

4. INTERPERSONAL AND COMMUNICATION SKILLS

Definition: Residents are expected to demonstrate interpersonal and communication skills that enable them to establish and maintain professional relationships with patients, families, and other members of health care teams.

Elements:

1. Demonstrate effectiveness in developing appropriate doctor-patient relationships.
2. Exhibit effective listening, written and oral communication skills in professional interactions with patients, families and other health professionals.

5. PROFESSIONALISM

Definition: Residents are expected to uphold the Osteopathic Oath in the conduct of their professional activities that promote advocacy of patient welfare, adherence to ethical principles, collaboration with health professionals, life-long learning, and sensitivity to a diverse patient population. Residents should be cognizant of their own physical and mental health in order to effectively care for patients.

Elements:

1. Demonstrate respect for patients and families and advocate for the primacy of patient's welfare and autonomy.
2. Adhere to ethical principles in the practice of medicine.
3. Demonstrate awareness and proper attention to issues of culture, religion, age, gender, sexual orientation, and mental and physical disabilities.

6. PRACTICE-BASED LEARNING AND IMPROVEMENT

Definition: Residents must demonstrate the ability to critically evaluate their methods of clinical practice, integrate evidence-based medicine into patient care, show an understanding of research methods, and improve patient care practices.

Elements:

1. Treat patients in a manner consistent with the most up-to-date information on diagnostic and therapeutic effectiveness.
2. Perform self-evaluations of clinical practice patterns and practice-based improvement activities using a systematic methodology.
3. Understand research methods, medical informatics, and the application of technology as applied to medicine.

7. SYSTEMS-BASED PRACTICE

Definition: Residents are expected to demonstrate an understanding of health care delivery systems, provide effective and qualitative patient care within the system, and practice cost-effective medicine.

Elements:

1. Understand national and local health care delivery systems and how they impact on patient care and professional practice.
2. Advocate for quality health care on behalf of patients and assist them in their interactions with the complexities of the medical system.

The specific requirements measuring competence in each of the above areas are detailed in the Saint Vincent AOA Core Competency Plan and are located in the Resident Manual or are available upon immediate request in the Medical Education Office. A summary of compliance to the Saint Vincent AOA Core Competency Plan is completed in the Resident Annual Report which is presented to the GMEC for graduation approval.

DIAGRAM OF CRITERIA FOR OSTEOPATHIC EMERGENCY MEDICINE RESIDENT ADVANCEMENT

PGY-1 →→ PGY-II →→ PGY-III →→ PGY-IV →→ GRADUATION

The criteria for advancement are based on the Core Competencies. The following areas are addressed:

- Osteopathic Philosophy and Manipulative Medicine
- Medical Knowledge
- Patient Care
- Interpersonal and Communication Skills
- Professionalism
- Practice-based learning and improvement
- Systems-based practice

ADVANCEMENT SPECIFICS

PGY-I TO PGY-II	PGY - II TO PGY - III	PGY - III TO PGY - IV	PGY - IV TO GRADUATION
1. ACCEPTABLE PROGRESS IN CORE COMPETENCIES 2. ABLE TO SUPERVISE/ TEACH PGY-1S	1. ACCEPTABLE PROGRESS IN CORE COMPETENCIES 2. ABLE TO SUPERVISE/ TEACH 3. HAS PASSED COMLEX LEVEL III	1. ACCEPTABLE PROGRESS IN CORE COMPETENCIES 2. ABLE TO SUPERVISE/ TEACH	1. COMPETENCE IN ALL 7 CORE AREAS 2. MUST BE JUDGED COMPETENT TO ACT INDEPENDENTLY

I have read and understand the criteria for advancement to each successive year and to Graduation.

Rachna J. Patel
 Rachna J. Patel, D.O. - Resident

05.22.10
 Date